

Kirklees Council
CONTRACT CONDITIONS FOR SUPPLY OF GOODS

1. Contract Definitions

1.1 “**Contract**”: the agreement between the Council and the Supplier for the supply of Goods and any ancillary services required by the Council incorporating these Contract Conditions together with any Instructions for Tendering/Quoting, Form of Tender/Quotation, Price Schedule and Specification (if issued by the Council), and each Council Purchase Order or letter of acceptance and any other documents referred to in the Purchase Order or letter of acceptance.

1.2 “**Contract Period**”: the period of Goods and services supply agreed in the Contract.

1.3 “**Council**”: the Council of the Borough of Kirklees.

1.4 “**Data Protection Legislation**” means:-

a) Until 25th May 2018 the Data Protection Act 1998, EU Data Protection Directive (95/46/EC), the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all applicable laws and regulations relating to Processing of personal Data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner;

OR

b) on or after 25th May 2018 the Regulation (EU) 2016/679 (the “**General Data Protection Regulation**” or “**GDPR**”), the Data Protection Act 2017, etc. and all such other applicable laws and regulations relating to Processing of personal Data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner.

1.4 “**Goods**”: the goods described in the Contract.

1.5 “**Intellectual Property Rights**”: all copyright, patents or patent rights, registered and unregistered design rights, trade marks, service marks, database rights, inventions, know-how and all other intellectual property rights whatsoever in the world enforceable in connection with the Goods and ancillary services.

1.6 “**Purchase Order**”: an instruction to the Supplier issued by the Purchasing Officer specifying the Council’s requirement for Goods and any ancillary services.

1.7 “**Purchasing Officer**”: the Council’s Head of Service or other authorised representative(s) of the Council named in the Contract documents or notified to the Supplier.

1.8 “**Supplier**”: the company, firm or person whose tender/quotation has been accepted by the Council.

2. Contract

2.1 The Contract shall commence and the Supplier shall be bound contractually to supply the Goods together with

such ancillary services as may be specified in the Contract, upon issue of a Purchase Order or letter of acceptance signed by the Purchasing Officer or by (or on behalf of) the Council’s Head of Legal Services.

2.2 The Supplier agrees that only these Contract Conditions shall apply to the Contract to the exclusion of all other terms and conditions including any terms and conditions which the Supplier may purport to apply under any order, confirmation of order or similar document or in correspondence. The Supplier hereby waives any contractual rights which the Supplier might otherwise obtain from such terms and conditions.

2.3 The Contract constitutes the entire agreement between the Council and the Supplier which shall be varied only by notice issued under Condition 9 signed by the Purchasing Officer or in writing by the duly authorised representative(s) of both parties.

2.4 In the event of inconsistency between the provisions of these Contract Conditions and any other Contract document(s), then the Purchasing Officer shall determine which document(s) will prevail and may issue appropriate instructions in writing resolving any ambiguity or discrepancy.

2.5 If any provision of the Contract is found to be invalid, ineffective or unenforceable under any applicable law, the remainder of the provisions of the Contract shall stand in full force and effect.

2.6 Failure by the Council to require performance by the Supplier of any provision of the Contract or failure by the Council to exercise any right or remedy shall not constitute a waiver of that right or remedy nor shall in any way affect the validity of this Contract or any part of the Contract or the right of the Council to subsequently enforce each and every provision

3. Goods and ancillary services

3.1 The Supplier shall supply the Goods and ancillary services in accordance with all the provisions of the Contract and discharge all its obligations under the Contract with all due skill, care and diligence.

3.2 Unless otherwise specified in the Contract, the supply of Goods shall include packaging, delivery unloading and stacking and installation of the Goods at such place(s) as the Purchasing Officer shall direct.

3.3 Time of performance shall be of the essence of the Contract.

3.4 Except as otherwise specified in the Contract, the Supplier will provide all labour, materials, vehicles, plant, equipment and all such other items as are necessary for the proper performance of the Supplier’s obligations under the Contract.

3.5 The Contractor shall promptly comply with the reasonable instructions of the Purchasing Officer relating to the Supplier’s performance of the Contract.

3.6 All Goods and services ordered within the Contract Period shall be supplied by the Supplier even though this

may require the Goods and services to be supplied after the expiry of the Contract Period.

3.7 The Supplier warrants that it owns, has obtained or shall obtain valid licenses for all Intellectual Property Rights that are necessary for the performance of this Contract and to enable the Council to obtain full use and benefit of the Goods and ancillary services.

3.8 Access to the Council's premises shall not be exclusive to the Supplier but access given to the Supplier shall be limited to such persons as are necessary for the performance of the Supplier's obligations under the Contract and the Supplier shall co-operate with any other persons operating at such premises as the Council may reasonably require.

4. Inspecting and Testing of Goods

4.1 Before dispatching the Goods, the Supplier shall inspect and test them to ensure that they comply with the Contract, and in particular, with the technical description. The Supplier shall provide to the Purchasing Officer upon request copies of the Supplier's test documents.

4.2 The Supplier will comply with the Purchasing Officer's instructions requiring the Supplier to allow or arrange for the Purchasing Officer to inspect and test Goods during manufacture, construction or maintenance.

4.3 If the Goods, or any part of the Goods fail an acceptance test or inspection, or if the Purchasing Officer is of the opinion that the Goods are unlikely to comply with the Contract on completion of manufacture or construction, the Council may reject the Goods.

5. Delivery of Goods

5.1 All Goods must be properly packed and secured and delivered (or dispatched for delivery) by the Supplier at the location(s) at the time(s) and date(s) and to all the Council's requirements specified in the Contract

5.2 A delivery note must accompany the Goods, quoting the Council's Purchase Order number.

5.3 Unless otherwise agreed in writing between the Council and the Supplier

5.3.1 where the Goods are delivered by the Supplier, the point of delivery of the Goods shall be when the Purchasing Officer gives written acknowledgement that the Goods have been removed from the transporting vehicle and deposited at the Council's delivery address as specified in the Contract;

5.3.2 where the Council agrees under the Contract to be responsible for collection of the Goods, the point of delivery shall be when the Goods are loaded on the Council's vehicle.

5.4 The Council is under no obligation to return any packaging materials but if it does so at its discretion, the return of such packaging materials shall be at the Supplier's risk and expense.

6. Warranty and Standards

6.1 The Supplier warrants that all the Goods and all materials and workmanship employed in the manufacture, construction and installation of the Goods

are of satisfactory quality and that the Goods comply in all other respects with the Contract.

6.2 The Supplier shall ensure that all Goods together with all materials and all workmanship used in the manufacture, construction of the Goods and all ancillary services provided under the Contract shall be in accordance with relevant British Standards or European Union equivalent, without prejudice to any higher standard specified in the Contract. The Supplier shall, upon request, furnish the Purchasing Officer with evidence to prove that such Goods, materials and workmanship comply with this requirement.

6.3 If the Goods fail to comply with the Contract, the Supplier shall promptly replace or repair such Goods at no cost to the Council.

7. Risk and Title

7.1 All legal and beneficial title to the Goods shall, without prejudice to the Council's right to reject the Goods or to exercise any other rights or remedies, pass to the Council when they are first set aside or in any way selected by the Supplier for the purposes of the Contract.

7.2 Risk in the Goods remains with the Supplier until such time as delivery of the Goods has been made in accordance with Condition 5.3 and upon satisfactory completion of installation and/or other ancillary services as may be required to be provided by the Supplier under the Contract to enable the Council to have full use and benefit of the Goods.

7.3 The Supplier warrants that the Goods are supplied free of any retention of title clause imposed by either the Supplier or a third party.

8. Financial Arrangements

Invoicing and Payment Arrangements

8.1 Subject to the provisions of this Contract, the Supplier shall be paid the relevant rates and prices set out in the Contract.

8.2 Unless otherwise agreed in writing between the Council and the Supplier, the Council shall be under no obligation to accept or pay for any Goods or for services until delivery of the Goods in accordance with the Contract and upon completion of all installation and other ancillary services as may be required under the Contract to enable the Council to have full use and benefit of the Goods.

8.3 Unless the Council has confirmed to the Service Provider in writing that invoices are unnecessary for the Contract, the Supplier shall submit an invoice in the format requested by the Purchasing Officer which identifies the Council's Purchase Order number(s) once the Purchasing Officer has confirmed in writing the Council's acceptance of the Goods and the satisfactory completion of all installation and other ancillary services as may be required under the Contract to enable the Council to have full use and benefit of the Goods.

8.4 The agreed date for payment shall be the later of thirty (30) days after:

8.4.1 the day the Purchasing Officer issues their written acceptance in accordance with Condition 8.3 above; or

- 8.4.2** where a dispute about payment has existed, the day that no reasonable dispute regarding payment continues (in either case, the “Remittance Day”).
- 8.5** The Remittance Day referred to in Condition 8.4 above shall be ascertained by counting from:
- 8.5.1** the day after the day specified in Condition 8.4.1, if there is no reasonable dispute about payment, or
- 8.5.2** from the day after the date that the dispute is resolved in the case of Condition 8.4.2, until and including the thirtieth (30th) calendar day thereafter.
- 8.6** Where it is reasonably possible to do so, the Supplier may split a disputed invoice into sensible parts (for example where Goods on the same Purchase Order are delivered in batches or instalments, and the dispute does not concern one of these batches or instalments). The Council will accept the reformed invoices on the basis that they cover the scope of, and supersede the original invoice and in particular the Supplier agrees that the date upon which the reformed invoices are received is deemed to be the starting point for calculating the relevant Remittance Day.
- 8.7** After the Supplier submits an invoice to the Council in accordance with Condition 8.3, the Council will consider and verify that invoice in a timely fashion.
- 8.8** Where there is an undue delay in considering and verifying the invoice, the invoice shall be regarded as valid and undisputed for the purposes of Condition 8.3 after a reasonable time has passed. The Council shall (subject to Condition 17) pay the Supplier any sums properly due no later than the Remittance Day.
- 8.9** Where the Supplier enters into a Sub-Contract, the Supplier shall include in that Sub-Contract:
- 8.9.1** provisions having the same effect as Conditions 8.3 to 8.8 above; and
- 8.9.2** a provision requiring the counterparty to that Sub-Contract to include in any Sub-Contract which it awards provisions having the same effect as Conditions 8.2 to 8.9 of these Conditions.
- In this Condition 8, “**Sub-Contract**” means a contract between two (2) or more suppliers, at any stage of remoteness from the Council in a subcontracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of the Contract.
- 8.10** Where any party disputes any sum to be paid by it, then a payment equal to the sum not in dispute shall be paid and interest due on any sums in dispute shall not accrue until the earlier of thirty (30) days after resolution of the dispute between the parties
- 8.11** All such amounts due from the Council to the Supplier which are not paid within thirty (30) days from Remittance Date, as determined under Conditions 8.4 and 8.5 above, shall, where claimed, bear simple interest from day to day from the due date until the actual date of payment at the rate of five per cent (5%) less than the rate provided for by the Late Payment of Commercial Debts (Rate of Interest) (No 3) Order 2002. The Council may agree to pay sums due before thirty (30) days upon confirmation from the Supplier of the discount offered in consideration of early payment.
- 8.12** The sums to be paid to the Supplier as set out in the Contract shall cover all costs, expenses and disbursements in connection with the supply of Goods and provision of ancillary services including but not limited to, all labour, equipment, goods, materials, transport, administration, operating costs, overhead charges, profit and all general risks, liabilities and obligations set out in or implied as necessary to comply with the Contract.
- 8.13** In the event the Supplier requests that the Council make one or more stage payments, the Council, if it agrees to make any or all such payments, will do so only on the understanding that in the event of the Supplier failing to deliver defect-free goods by the delivery date set out in the Contract or as otherwise agreed by the parties, the Council will deduct from payments to the Supplier an amount calculated by applying the same rate specified in Condition 8.4 against the stage payment or payments already made, for the period of delay.
- 8.14** Payments to the Supplier may be made by automatic bank transfer, cheque or any other means, at the sole discretion of the Council.
- Adjustments to rates and prices**
- 8.15** Unless otherwise agreed in writing between the Council and the Supplier, the Supplier’s rates and prices in respect of Goods and any ancillary services will be increased subject to Condition 8.16 and only as stated in Conditions 8.15.1 to 8.15.3 as follows:-
- 8.15.1** on one occasion during each successive period of twelve (12) months following the initial twelve months of the Contract Period, by an amount equivalent to any increase in the product manufacturers’ price lists relevant to the Goods less any Supplier’s discount agreed in the Contract;
- 8.15.2** at any time during the Contract Period to reflect any increase in the cost to the Supplier which is due to any cessation, creation or variation of types and rates of duty and tax by whomsoever payable on the import, purchase, sale, appropriation, processing or use of the Goods under or by virtue of any Act of Parliament where such cessation, creation or variation of types and rates of duty and tax was not foreseeable at the date of the Supplier’s tender/quotation; or
- 8.15.3** in accordance with Condition 9.
- 8.16** The relevant increase under Conditions 8.6.1 or 8.6.2 will be applied upon expiry of at least twenty-eight (28) days’ prior written notice given to the Council and provided that:
- 8.16.1** the increase applies only in respect of Goods and ancillary services scheduled under the Contract for delivery after expiry of such notice;
- 8.16.2** the Supplier submits such supporting evidence as the Purchasing Officer considers reasonably necessary to fully support such increase (which in the case of an increase requested under Condition 8.15.1 shall include documentation originating from the manufacturer);

- 8.16.3 the Council does not issue a termination notice under Condition 8.19; and
- 8.16.4 there is no unremedied breach of any of the Supplier's obligations under the Contract at the time of the intended payment of such increase.
- 8.17 The Supplier shall not be entitled to any increase in payment other than as specified in Condition 8 and for the avoidance of doubt, there will be no entitlement to any increase of Contract rates and prices in respect of Goods or services which the Supplier has agreed to provide prior to expiry of the Supplier's notice given under Condition 8.16.
- 8.18 During the Contract Period, if the Supplier quotes or charges a lower price to customers purchasing comparable quantities of similar goods or services, the Supplier shall charge the Council the said lower price and shall notify the Council in writing accordingly. The Supplier shall forthwith refund any amounts paid by the Council in excess of such price.
- 8.19 Following a requested increase in price(s) by the Supplier, or, the Council being aware that the general market price of the Goods has fallen and has not received a refund under Condition 8.18, then if in the reasonable opinion of the Purchasing Officer any Council benchmarking exercise identifies that the Council would make significant savings by procuring the Goods from an alternative supplier, the Council may, without incurring any liability, terminate the Contract in whole or in part by notice in writing issued on behalf of the Council within one (1) month of notification of any increase of the prices or decrease in the general market price for the Goods.
- 9. Variations**
- 9.1 The Purchasing Officer may notify the Supplier if the Council wishes to consider a variation in respect of the Goods or ancillary services. Upon receipt of such notice, the Supplier shall within ten (10) days, deliver to the Purchasing Officer a detailed written statement showing the effect the proposed variation will have on the dates for supply of Goods and services and in respect of the prices for the Goods and services together with such additional information as the Purchasing Officer considers reasonably necessary.
- 9.2 The Council may by further notice in writing from the Purchasing Officer vary the extent of the Goods and/or ancillary services or description, the time, method or place of delivery or packaging or to suspend delivery. The Supplier shall promptly proceed to make the variation in accordance with the terms of such notice.
- 9.3 The Supplier will be paid the relevant amount as specified in such statement or as otherwise agreed in writing between the parties, provided the Supplier has submitted the statement and all additional information as required under Condition 9.1.
- 9.4 Failure by the Supplier to submit the documents in accordance with Condition 9.1 shall constitute its consent to perform the variation without increase in price, without claim for material tendered being obsolete and without change in delivery schedule.
- 10. Indemnity**
- 10.1 The Supplier hereby indemnifies the Council in respect of all claims, loss, penalties, damages or expenses in the event that the use or sale of the Goods or provision of services involves:-
- 10.1.1 infringement of any intellectual property rights;
- 10.1.2 breach of any enactment or subordinate legislation.
- 10.2** The Supplier shall hold the Council and its employees harmless and indemnified against all claims, penalties, costs, damages and expenses due to loss, damage or injury (including death) arising out of or in connection with the Contract, except the Supplier shall not be liable for loss, damage or injury to the extent of any negligence of the Council.
- 10.3** The indemnity provided by the public liability policies of insurance shall be for a sum not less than ten million Pounds Sterling (£10,000,000) in respect of any one claim or series of claims arising out of any one incident and unlimited in any one (1) year.
- 11 Intellectual Property Rights**
- 11.1** The Council agrees:
- 11.1.1 that all Intellectual Property Rights owned at the date of the Contract by the Supplier shall remain so owned;
- 11.1.2 that the Supplier shall be legally and beneficially entitled to Intellectual Property Rights generated, developed, created or produced arising from the performance of the Contract;
- 11.1.3 to hereby grant to the Supplier a non-exclusive non-transferable, royalty-free licence to use the Council's Intellectual Property Rights referred to in Condition 11.2.1 only to the extent that and for so long as such use is necessary for the supply of the Goods and services required under the Contract.
- 11.2** The Supplier agrees:
- 11.2.1 that all Intellectual Property Rights owned at the date of the Contract by the Council shall remain so owned;
- 11.2.2 to hereby grant to the Council a non-exclusive, non-transferable, royalty-free licence to use the Supplier's Intellectual Property Rights referred to in Conditions 11.1.1 and 11.1.2 in connection with the exercise of the Council's functions.
- 11.3** The Supplier hereby agrees to indemnify the Council against all actions, claims, demands, proceedings, damages and costs arising from or incurred by reason of any infringement or alleged infringement of any Supplier's Intellectual Property Rights.
- 12. Confidentiality**
- Any information derived from documents provided by the Council to the Supplier or obtained by the Supplier in the course of performance of its obligations under the Contract or any other contract with the Council shall be regarded as confidential and shall not be published or disclosed to any third party or used by the Supplier or any person for whom the Supplier is responsible without prior consent in writing of the Council, except for the purpose of performing the Contract or as required by law.

13. Sub-Letting and Assignment

13.1 The Supplier shall not sublet the Contract or any part thereof without the prior written consent of the Council (such consent not to be unreasonably withheld) and no subletting on the part of the Supplier shall operate to relieve the Supplier in any respect from its liability to the Council for the due performance of the Contract.

13.2 The Supplier shall be responsible to the Council for the due performance and observance by all subcontractors of all the Supplier's obligations under the Contract. Failure or neglect on the part of a subcontractor shall be deemed to be failure or neglect on the part of the Supplier.

13.3 The Supplier shall not transfer or assign directly or indirectly to any person or persons whatsoever the Contract or part thereof, without the prior written consent of the Council.

14. Statutory and Other Requirements

General requirements

14.1 In the performance of this Contract, the Supplier shall comply with all statutory requirements, regulations and other provisions to be observed and performed in connection with the supply of the Goods and ancillary services, including but not limited to, the Health and Safety at Work etc Act 1974 and the DPA.

Human rights

14.2 The Supplier shall not do anything to cause any infringement by the Council of its obligations under the Human Rights Act 1998 or any other human rights law.

Freedom of Information

14.3 The Supplier shall comply and shall procure that its employees, subcontractors and agents comply with the Freedom of Information Act 2000, Environmental Information Regulations 2004 and any Codes of Practice in so far as these place obligations upon the Supplier in the performance of its obligations under the Contract.

14.4 The Supplier accepts that the Council may be required to disclose information relating to the Contract or Supplier to a person in order to comply with its obligations under the Freedom of Information Act 2000, Environmental Information Regulations 2004 and/or other legislation. Such information may include but shall not be limited to the name of the Supplier, the overall contract price and details of the provisions of the Contract.

14.5 The Supplier shall not do anything to cause any infringement by the Council of its obligations under the Freedom of Information Act 2000, Environmental Information Regulations 2004 and any Codes of Practice and shall facilitate the Council's compliance and comply with any reasonable request from the Council for that purpose.

Data protection

14.6 The Parties agree that the Supplier shall not process any personal data on the Council's behalf and any personal data which is passed to the Supplier by the Council is given because it is strictly necessary for the performance of the Contract. The Supplier shall refuse to accept any personal data which is not strictly required for it to perform this Contract, and confirms that it acts as data

controller regarding the personal data which it does accept from the Council. In performing this Contract the Supplier shall act in accordance with the Data Protection Legislation and shall not do anything which might place the Council in breach of its obligations under the Data Protection Legislation.

Health and Safety

14.10 While at the Council's premises, the Supplier shall comply (and shall ensure compliance by its personal representatives and subcontractors) with rules applicable to the Council's premises including staff policies, health and safety policies and security policies.

Blacklisting

14.11 Without prejudice to Condition 14.1, the Supplier shall not breach the Employment Relations 1999 Act (Blacklists) Regulations 2010, section 137 of the Trade Union and Labour Relations (Consolidation) Act 1992, or commit any breach of the DPA by unlawfully processing personal data in connection with any blacklisting activities.

15. Termination

15.1 The Council may terminate the Contract in whole or in part upon issue (by the Council's authorised representative) of written notice to the Supplier if the Supplier

15.1.1 made any material misrepresentation prior commencement of the Contract ; or

15.1.2 fails for any reason whatsoever to supply and deliver any Goods or to replace or repair rejected or failed Goods or parts of Goods or fails to remedy any other breach of its obligations under the Contract within a reasonable period stated in any notice issued by the Purchasing Officer or other authorised Council representative; or

15.1.3 commits a breach of the Contract which is not capable of remedy; or

15.1.4 does anything improper to influence the Council to give the Supplier any contract or commits an offence under the Prevention of Corruption Acts 1889 to 1916 or under Section 117(2) of the Local Government Act 1972 or under the Bribery Act 2010; or

15.1.5 commits any act of bankruptcy, or if (the Supplier being a Company) proceedings are commenced for the liquidation of the Supplier or if steps are taken to dissolve the Supplier, or if the Supplier makes any arrangements or composition with its creditors, or if a Receiver or Administrative Receiver or an Administrator (or notice of intention to appoint an Administrator is given to the Supplier) or Manager on behalf of a creditor is appointed, or if the Supplier suffers any execution to be levied on its goods; or

15.1.6 has received notice under any other provision of the Contract that entitles the Council to terminate the Contract in whole or in part; or

- 15.1.7** is guilty of any misconduct which the Council reasonably considers to be prejudicial to the Council's interests.
- 15.3** The Supplier will be liable for compensating the Council in respect of the costs, loss and/or damages arising from such termination (including the Council's reasonable costs of termination and making alternative arrangements for the supply of Goods and ancillary services or part thereof).
- 15.4** Termination shall be without prejudice to any other powers exercisable by the Council and to the rights and liabilities of both parties accrued under the Contract Conditions 1, 2, 3, 5, 6, 7, 8, 10, 11, 12, 13, 14, 15, 17, 18, 19, 20, 21, 22 and 23 shall survive termination and shall remain in full force and effect.
- 16. Equality**
- The Supplier shall ensure that no recipient of the Goods or other person involved in the procurement of the Goods receives less favourable treatment on the grounds of gender, colour, race, nationality, ethnic or cultural origin, religious persuasion, sexual orientation, disability or age contrary to statutory requirements or is disadvantaged by conditions or requirements which cannot be justified to the satisfaction of the Council. The Supplier shall provide any information reasonably requested by the Council relating to the Contract to ensure that the Council meets its statutory obligations under the Equality Act 2010.
- 17. Monies Recoverable**
- Wherever under the Contract any sum of money shall be recoverable from or payable by the Supplier, such sum may be deducted from or reduced by the amount of any sum or sums then due or which at any time thereafter may become due to the Supplier under the Contract or any other Contract between the Council and the Supplier or any holding, subsidiary or associated company of the Supplier.
- 18. Best Value**
- The Council is subject to requirements imposed on local authorities to achieve Best Value. The concept of Best Value is essentially concerned with the provision and maintenance of service standards that have been established in consultation with local taxpayers and service users. In addition, there is a requirement for services to continuously improve. The Supplier shall co-operate with the Council with the introduction and implementation of any requirements imposed on the Council in connection with Best Value and shall comply with the reasonable instructions of the Purchasing Officer.
- 19. Interpretation**
- 19.1** In the Contract, unless the context or relevant clause otherwise requires:
- 19.1** the expressions "Council" and "Supplier" shall include their respective successors, personal representatives, employees and permitted sub-contractors and assigned;
- 19.2** references to any Order, Regulation or Statute whether detailed expressly or incorporated by general reference, shall be deemed to include a reference to any amendment, re-enactment or replacement of it
- 19.3** words importing any gender shall include all genders (including neuter) and the singular includes the plural and vice versa;
- 20. Notices**
- 20.1** All notices required by or relating to these Contract Conditions shall be in writing and shall be sent to the parties at their address specified in the Contract or to such other address as may be notified in writing.
- 20.2** All notices shall be deemed duly given on the day following the date of posting, or if sent by fax or email immediately when the notice is transmitted.
- 21. No Partnership, Joint Venture or Agency**
- Nothing in the Contract shall create any partnership, joint venture, or relationship of principal and agent between the Council and the Supplier.
- 22. Exclusion of Third Party Rights**
- The Contract does not create any right enforceable by any person not a party to it and the provisions of the Contracts (Rights of Third Parties) Act 1999 are excluded except that a person who is a permitted successor or assignee of the rights of a party to this Contract is deemed to be a party to this Contract. This Contract may be modified in accordance with its terms, without the consent of a third party.
- 23. Law**
- The Contract shall be considered as a contract made in England and subject to English Law.